

## **APPENDIX G**

### **MEMORANDUM OF UNDERSTANDING**

#### **BETWEEN**

**UNITED STATES DEPARTMENT OF TRANSPORTATION,**

**FEDERAL AVIATION ADMINISTRATION (FAA)**

**and**

**UNITED STATES DEPARTMENT OF AGRICULTURE,**

**ANIMAL AND PLANT HEALTH INSPECTION SERVICE,**

**ANIMAL DAMAGE CONTROL (WILDLIFE SERVICES).**

**(No. 12-34-71-0003-MOU)**

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION (FAA)  
and  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
ANIMAL DAMAGE CONTROL (ADC)

ARTICLE 1

This Memorandum of Understanding (MOU) establishes a cooperative relationship between FAA and ADC for resolving animal hazards to aviation that benefits public safety.

ARTICLE 2

This MOU is reached pursuant to the Animal Damage Control Act of March 2, 1931, (7USC 426-426b), and The Rural Development, Agriculture, and Related Agencies Appropriations Act, 1988 (P.L. 100-202), which established the authority of the Secretary of Agriculture to cooperate with States, individuals, public and private agencies, organizations, and institutions in the control of nuisance mammals and birds deemed injurious to the public.

The Administrator of the FAA is empowered to issue airport operating certificates for airports serving air carrier aircraft and certifies that such airports are properly and adequately equipped, and able to conduct safe operations, pursuant to the Federal Aviation Act of 1958, (49USC 1432), as amended. Federal Aviation Regulation (14 CFR Part 139) requires certificated airports having a wildlife hazard problem to develop and implement a wildlife hazard management plan to manage and control wildlife which present a risk to public safety caused by aircraft collisions with wildlife. "Wildlife hazard" has been defined as a potential for a damaging aircraft collision with wildlife, on or near an airport.

ARTICLE 3

FAA and ADC agrees:

a. That ADC has the expertise to provide technical and operational assistance needed to reduce wildlife hazards to aviation on and near airports.

b. That most airports lack the technical expertise to identify underlying causes of wildlife hazard problems, but do have the capability to control their own wildlife, following proper instruction in control techniques.

c. That situations arise where nuisance wildlife control is necessary off airport property (roost relocations, reductions in nesting populations, etc.) requiring specialized technical assistance of ADC personnel.

d. That FAA or the certificated airport may request technical and operational assistance from ADC to reduce wildlife hazards. This assistance includes, but is not limited to, site visits to identify wildlife and their movement patterns and habitats which increase the risk of animal and aviation conflicts. ADC personnel may also provide, (1) recommendations on control and habitat management to minimize the hazards, (2) training in the use of control devices, and (3) recommendations on the scope of further studies necessary to identify and minimize wildlife hazards.

e. ADC shall not be liable or responsible for development, approval, or implementation of wildlife hazard management plans required under FAR Part 139.337, this being the responsibility of the airport operator. Information provided by ADC as a result of site visits or consultation shall be used by the airport operator in developing the wildlife hazard management plan.

f. To meet at least annually to review this agreement, identify problems, exchange information on new control methodologies, identify research needs, and prioritize program needs.

#### ARTICLE 4

All animal damage control activities will be conducted in accordance with applicable Federal, State, and local laws and regulations. ADC personnel shall advise airport operators of their responsibilities to secure necessary permits and/or licenses for control of wildlife.

#### ARTICLE 5

This MOU defines in general terms, the basis on which the parties will cooperate, and does not constitute a financial obligation to serve as a basis for expenditures. Request for technical, operational, or research assistance which require cooperative or reimbursable funding will be completed under a separate agreement.

#### ARTICLE 6

This MOU shall supersede all existing MOU's, supplements, and amendments relating to the conduct of animal damage control programs between ADC and FAA.

#### ARTICLE 7

Pursuant to Section 22, title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this MOU, or to any benefit to arise therefrom.

#### ARTICLE 8

This MOU shall become effective upon the date of final signature and shall continue indefinitely. This Memorandum may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 60 days advance written notice to the other party.

APR 13, 1989

Date

Administrator  
U.S. Department of Transportation  
Federal Aviation Administration

MAR 21, 1989

Date

Acting Administrator  
U.S. Department of Agriculture  
Animal and Plant Health Inspection